

# **Exhibit A**



7700 Eastport Parkway  
La Vista, NE 68128  
paypal.com

VIA EMAIL (wd@dunnegan.com)

January 7, 2021

William Dunnegan  
Dunnegan & Scileppi, LLC  
437 Madison Avenue, 24th Floor  
New York, NY 10022

RE: Mattel Inc v The Entities Doing Business as Goodmenow et al; Case No. 20CV10487;  
Our Reference PT-10180529

Dear William Dunnegan:

Thank you for contacting PayPal, Inc. ("PayPal"). We are in receipt of the Temporary Restraining Order ("Order") in the case as captioned above. After researching our system for the information contained in the Order, we were able to locate and limit access to several accounts (each an "Account" and collectively, the "Accounts") referencing one of more of the parties referred to in the Order (each a "User"). Details regarding each such Account are attached to this letter.

While the attached documents show "balance(s)" in the Account(s) as of January 7, 2021, please note that this does not mean that the balance listed for each Account will remain the same or that we can turn the Account balance(s) over at this time, or at any specific future date. Pursuant to the User Agreement(s) governing the PayPal Account(s) (the "User Agreements"), all Accounts are subject to PayPal's and/or its affiliates' setoff, recoupment, chargeback, holdback, reserve, currency fluctuation, and other rights. All Accounts are further subject to a security interest in favor of PayPal and/or its affiliates under the User Agreements. Account balances may be reduced as a result of PayPal's foregoing rights under the User Agreements or applicable law due to, among other matters (which may have occurred prior to PayPal's receipt of the Writ of Execution but not yet processed through the Account(s)):

1. If the User loses a buyer complaint or chargeback, then the amount of that transaction will be debited from the Account balance;
2. Rather than wait for the outcome of a buyer complaint or chargeback, the User can voluntarily refund the transaction amount for the buyer complaint or chargeback, resulting in a debit to the Account balance;
3. Cancellations of orders, resulting a refund that is debited from the Account balance;
4. Other transaction reversals;
5. Currency fluctuations;
6. Other legal process received prior to the receipt of the Order or subsequent to it that requires PayPal to remit the funds to a third party or court; or
7. Exercise by PayPal and/or its affiliates of any other rights and/or interests in the Account(s) under the User Agreement or applicable law.

No third party has rights with respect to Account(s) or funds in them greater than those of a User. The User's rights—and in turn, any rights you may have, which are derivative of the User's rights—are subject in each case to PayPal's and its affiliates' rights and interests, including under the applicable User Agreement(s). As a result, and for the above reasons, we are holding the Account balance(s) (as they may be reduced from time to time) until such time as (a) PayPal has determined that (i) all of the User's obligations to it or its affiliates, (ii) all of PayPal's and its affiliates' rights and interests relating to or in, the Account(s) have been fully satisfied, and (iii) applicable law does not prohibit PayPal from releasing the Account balance(s); or (b) PayPal becomes obligated under an order by a court of competent jurisdiction to release the Account balance(s) pursuant to such order (with all of PayPal's rights to contest, respond, intervene or otherwise receive notice and be heard with respect to such proceedings or order hereby fully reserved). Please note that in the case of (a), such time period will not be less than ninety (90) days, but may be significantly longer, in light of buyer dispute and related buyer rights under the User Agreement(s), credit card issuer agreements, other applicable agreements and/or applicable law.

So that we can take appropriate action related to the Accounts identified above, please notify us immediately if the Order expires without the entry of any further orders purporting to restrain the Accounts. We ask that you not seek any further order without advance notice to us and/or which is not subject to all of PayPal's and its affiliates' rights and interests in the Account(s). We are glad to work with you on the terms of an order that would be acceptable to us.

Additionally, if the original Order required that PayPal NOT inform the User of the Order, please let us know immediately when that requirement is no longer in effect as it is important that we have the ability to communicate freely with our Users.

If you have any questions, please contact me directly by email at [EEOMaLegalSpecialist@PayPal.com](mailto:EEOMaLegalSpecialist@PayPal.com).

*Sincerely,*

A handwritten signature in dark ink, appearing to read "Jana Neal". The signature is fluid and cursive, with the first name "Jana" written in a larger, more prominent script than the last name "Neal".

*Jana Neal  
Legal Specialist  
PayPal, Inc.*